

DUPLICATE ORIGINAL

BOND # B324345

SUB-DIVISION STREET MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Merritt Contracting,
As Principal (hereinafter referred to as Principal), and The Cincinnati Insurance Company as
Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the
State of Indiana, jointly and severly, in the sum of Ninety Thousand Six Hundred Fifty Dollars and
90/100 Dollars (\$90,651.90), in the aggregate, for the payment of which we firmly bind ourselves, our
heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Commissioners of the County of Tippecanoe to
accept for maintenance, as part of the Tippecanoe County Highway System, storm sewers, earthwork,
underdrains, and erosion control all located within the right-of-way of
Fieldstone Subdivision Phase Two Sub-Division, located at SW ¼ of Section 19, T24N, R4W and
SE ¼ of Section 24, T24N, R5W, in Tippecanoe Township, Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully
perform the work to be done in such installation above referred to and shall fully indemnify and save
harmless the Board of Commissioners of the County of Tippecanoe in the State of Indiana from all costs
and damage which the Board may suffer by reason of the failure of Principal to do so and shall fully
reimburse and repay the Board of Commissioners for all outlays and expenses which the Board of
Commissioners may incur in making good any such default and shall pay all persons who have contracts
directly with the Principal for labor and materials, and the Principal warrants that such installation shall
be done according to standards of good workmanship, and that the materials used in the construction and
installation shall be of good quality and construction and that such project shall be constructed in
accordance with the standards, specifications and requirements of the Tippecanoe County Highway
Department permit and the Sub-Division Control Ordinance applicable to said plat, and if Principal, at its
own expense for a period of Three (3) years after said improvement and installations are accepted for
public maintenance by the Board of Commissioners of the County of Tippecanoe in the State of Indiana,
shall make all repairs thereto which may become necessary by reason of improper workmanship or
materials, with such maintenance, however, not to include any damage to said improvements and
installations resulting from forces or circumstances beyond the control of said Principal or occasioned by
inadequacy of standards, specifications and requirements of said Tippecanoe County Highway Permit and
Sub-Division Control Ordinance; then this obligation shall be null and void; otherwise it shall remain in
full force and effect.

Note: Principal shall pay all cost of inspection, including the wages and expenses of an Inspector employed by the County (where inspection is required).

In witness where of we have hereunto set our hands and seals this 15 day of

August 20 20.

Merritt Contracting, Inc.

(Insert Name of Principal Above)

By:

Casey L. [Signature] Project Manager
(Sign here and indicate capacity or position with Principal)

PRINCIPAL:

The Cincinnati Insurance Company

(Insert Name of Surety)

By: [Signature]
Marsha J. Dawson Attorney-in-fact

Surety:

The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 20 ____.

President

Vice-President

Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

ATTEST:

Auditor of Tippecanoe County

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

John S. Flynn; Thomas A. Flynn; Gerald F. O'Connor; William L. Kinney; Mary Robinson; John F. Sahm;
Marsha J. Dawson; Linda J. Griggs and/or Corrinne Keister

of Indianapolis, Indiana

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Seventy Five Million and No/100 Dollars (\$75,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

Vice President

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 15 day of August 2021



Steve O. Dan

Secretary